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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF STANFORD

and the

**UNITED PUBLIC SERVICE
EMPLOYEES UNION**

HIGHWAY UNIT

January 1, 2008 – December 31, 2010

RECEIVED 1/5/08

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the United Public Service Employees Union, hereinafter referred to as the "Union or UPSEU" and the Town of Stanford, hereinafter referred to as the "Town" or Employer".

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement. However, nothing in this Article shall be construed as a waiver of the Union's right to bargain pursuant to the Taylor Law.

2.1.2 There will be no lay-off of current employees as a direct result of the Town's decision to contract or subcontract bargaining unit work.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: The Town recognizes the Union as the sole and exclusive representative for all bargaining unit positions listed in 3.2.1 for the purpose of collective negotiations, for all terms and conditions of employment and the administration of grievances for the term of this Collective Bargaining Agreement.

3.2 Definition of Bargaining Unit

3.2.1 Included: Included in the bargaining unit are all regular full-time employees employed in the Highway Department.

3.2.2 Excluded: Excluded from the bargaining unit are the Superintendent of Highways, part-time employees, temporary employees, seasonal employees, clerical employees, and elected and appointed officials.

In the event a member of the bargaining unit is appointed Deputy Superintendent of Highways, that person will remain in the bargaining unit and continue to receive the full benefits of the collective bargaining agreement. The Town may rescind the appointment at any time and such action will not be subject to the grievance procedure. In the event someone who is not in the bargaining unit is appointed Deputy Superintendent of Highways, the matter will be referred to collective bargaining.

3.2.3 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

3.2.4 Regular Part-time Employee: For the purpose of this Collective Bargaining Agreement, a "regular part-time employee" will mean and refer to an employee who is *regularly scheduled* to work twenty hours or less per week. The use of part-time employees will not infringe upon bargaining unit exclusivity.

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean and refer to someone employed by the Town to work on an "as-needed" basis on a special project of a limited duration or to replace an employee who is on an approved leave of absence. The use of temporary employees will not infringe upon bargaining unit exclusivity.

3.2.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" will mean and refer to someone employed to work for a given season for the purpose of performing Highway Department duties. The use of seasonal employees will not infringe upon bargaining unit exclusivity.

3.2.7 Unit Clarification: Any positions in the Highway Department that are not covered in 3.2.1 which are established subsequent to the date of execution of this Collective Bargaining Agreement shall be reviewed by the Union and the Town for the purpose of incorporating such positions into the bargaining unit. If a dispute arises regarding inclusion of a title in the bargaining unit, the dispute will be submitted to the New York State Public Employment Relations Board for resolution.

3.3 Dues/ Fees and Other Payroll Deductions

3.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town. The Town shall deduct from the wages of all employees in the unit and remit to United Public Service Employees Union regular membership dues and other authorized UPSEU deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions and no other employee organization shall be accorded such payroll deduction privilege. Such dues and agency fees shall be remitted to:

United Public Service Employees Union
3555 Veterans Highway, Suite H
Ronkonkoma, New York 11779

3.3.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of the execution of this collective bargaining agreement or initial employment, as the case may be, shall be required to pay a service fee (agency shop fee). The Town shall deduct from the wages of employees in the bargaining unit who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU and shall transmit the sum deducted to UPSEU. Such agency fee deduction shall be made in the same procedure and manner as the regular dues deductions.

3.3.3 Union-sponsored Insurance Plans: The Town agrees to provide payroll deductions for Union sponsored insurance programs provided that such deduction is not in excess of the employee's gross salary.

3.3.4 Membership List: The Town shall forthwith give the Union a list containing the names and home addresses of employees covered by this Collective Bargaining Agreement, their categories, wages and dates of hire and shall thereafter promptly furnish the names, home addresses, dates of hire, categories, and wages of all new employees in the bargaining unit.

3.3.5 Indemnification Clause: In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand the costs of complying with any interim order or final judgment that may be entered therein, reimbursement for expert witness fees, attorneys fees, arbitration fees, and all court costs and filing fees incurred by the Town.

3.4 Leave for Contract Administration

3.4.1 Union Business: The Town shall grant a total of sixteen hours per year of employee organization leave (not chargeable to any other leave accruals) to the Shop Steward, or one designee, for official union business. Said representative shall also be granted a reasonable amount of time off to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. Such time shall be granted without charge to any other leave accrual.

3.4.2 Meetings with Management: The Shop Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management when the Superintendent of Highways or Town Supervisor has requested the meeting.

3.4.3 Requests for Release Time: Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved.

3.5 Leave for Negotiations

3.5.1 Eligible Employees: Two representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

3.6 UPSEU Access to Town Premises

3.6.1 Union Representatives: The Union shall have the sole and exclusive right to designate its own representatives, direct and manage its own affairs, and have exclusive access to employees during working hours to process grievances, disciplines, and discuss labor management issues, provided that such access does not interrupt the performance of normal duties and responsibilities of employees. Every effort will be made to hold such work interruptions to a minimum.

3.7 Bulletin Boards

3.7.1. Location: The Union shall have an exclusive bulletin board at the Town garage.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: An employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of twenty six weeks.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.1.3 Part-time, Temporary or Seasonal: In the event a part-time, temporary, or seasonal employee is hired as a regular full-time employee, such individual shall serve the full probationary period.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the Town of Stanford. Upon permanent appointment, an employee's date of hire shall include all full-time, part-time, and consecutive temporary service with the Town (applied retroactively to all current employees).

4.2.2 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.3 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service".

4.2.4 Workers' Compensation: An employee who is on Workers' Compensation and is not drawing on paid leave credits will continue to accrue seniority as if the employee was in regular pay status.

4.3 Layoff & Recall Procedure

4.3.1 First to be Laid Off: If a lay-off or reduction in force occurs, employees will be laid off in reverse order of seniority, in their respective job classifications.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. This process will be followed until the last employee who is eligible to bump has had the opportunity to do so.

4.3.3 Notice of Layoff: In the event a lay-off affecting permanent employees is ordered, any affected employee shall receive, as a minimum, three weeks notice in writing of proposed lay-off. During that period the Town will use every effort to retrain the affected employee to make the employee eligible for an alternative position in the bargaining unit.

4.3.4 Recall to Same Job Title: Any employee laid off shall remain on a recall roster for a period of two years. Employees on such roster shall have exclusive right to be returned to the position vacated should the Town decide to fill such vacated position. Re-hiring will be done on a seniority basis.

4.3.5 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.3.4 by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4 Personnel File

4.4.1 Employee Access: An employee has the right to inspect the employee's personnel file in the presence of the Town Supervisor, or designee, at a time pre-approved by the Town Supervisor. An employee has the right to provide a response to any documents which the employee contests as unfair or incorrect.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: All vacant positions in the unit that the Town intends to maintain shall be posted on the Union bulletin board for a period of ten working days. The posting, as a minimum, shall include: job title, description of duties, qualifications required and salary. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: Eligibility for appointment shall be determined by an internal or external applicant's experience and other qualifications to perform the duties normally assigned to an employee in such a position, as demonstrated in the employee's application, and a selection interview. As between applicants with substantially equal qualification, seniority shall prevail.

It shall be the policy of the Town to fill all vacant positions by promotion of qualified employees whenever reasonably possible.

If the position is to be filled by lateral transfer from another department, employees who apply shall be considered on the basis of knowledge of the job and seniority. Where employees who have the ability to perform the work are substantially equal, seniority shall prevail.

5.2.3 Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion and the employee will be reinstated to the employee's previous position. At any time during the probationary period, the employee may retreat to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The regular work day of all employees shall be eight consecutive hours excluding the meal period. The regular starting time shall be 7:00 a.m. In the event other starting times are required or desired, such starting time must be mutually agreed to by the Union and the Superintendent of Highways.

6.1.2 Workweek: The regular workweek of all bargaining unit employees shall be forty hours, Monday through Friday.

6.1.3 Procedure for Assigning Additional Hours: In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered to the regular full-time employee in that job title with the least number of overtime hours. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment. In the event no employee volunteers, the work shall be assigned to the regular full-time employee in that job title, who is available, with the least number of overtime hours.

6.1.4 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

6.1.5 Time Records: Time sheets as supplied by the Bookkeeper shall be submitted each pay period, checked and approved by the Superintendent of Highways indicating the hours worked, the days off, labeled as to whether they are sick, personal, vacation or bereavement time. Any overtime worked will also be indicated on the time sheet. No time record will be altered by management without written notice to, and approval by, the employee.

6.2 Meal & Rest Periods

6.2.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, a meal period may not exceed the time allowed.

6.2.2 Rest Periods: Rest breaks not to exceed fifteen minutes in length will be scheduled for each four hour work period.

6.3 Clean-Up Period

6.3.1 End-of-Day Clean-up: A ten minute clean-up period will be provided at the end of the workday.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: The schedule set forth below will be the applicable schedule for the period January 1, 2008 through December 31, 2010, which reflects increases of four percent effective with the first pay period in January of 2008, four percent effective with the first pay period in January of 2009, and four percent effective with the first pay period in January of 2010.

Job Title	2008	2009	2010
Working Foreman	\$21.07	\$21.92	\$22.80
Heavy Motor Equipment Operator	\$20.49	\$21.31	\$22.16
MEO/Mechanic Helper	\$18.25	\$18.98	\$19.74

7.1.2 New Hire Rate: A newly hired employee shall receive eighty-five percent of the job rate during the first six months in the respective job title. Upon completion of six months of employment, the employee will receive ninety percent of the job rate. Upon completion of twelve months of employment, the employee will receive ninety-five percent of the job rate. Upon completion of eighteen months of employment, the employee will receive the full job rate.

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek.

7.2.3 Credit for Paid Leave: All paid leave will be included as time worked in the computation of overtime.

7.2.4 Compensatory Time: An employee will have the option of receiving “compensatory time” in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. The employee must receive prior approval from the Superintendent of Highways to take compensatory leave.

7.2.5 Maximum Accumulation of Compensatory Time: An employee may not convert more than sixty hours into compensatory leave time in any given calendar year (equaling ninety hours of compensatory time). An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee’s then current rate of pay.

7.2.6 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee’s then current rate of pay.

7.3 Call-In Pay

7.3.1 Compensation: Should an employee be called in to return to work after finishing for the day, such employee shall be paid for a minimum of three hours, at the time and one-half rate, regardless of the duration of the job.

Should an employee be called in to work earlier than one hour prior to the start of the employee’s shift in response to an emergency, such employees shall be paid for a minimum of three hours pay at the time and one-half rate, regardless of the duration of the job.

7.3.2 Start Time: An employee shall be considered to be working, and therefore on paid time, beginning when said employee gives consent to report to work to the Superintendent of Highways, or designee.

7.4 Pay Period

7.4.1 Payroll Period: The payroll period will begin Tuesday morning at the beginning of the established workday and end fourteen calendar days later. An employee’s paycheck will be based on the amount earned during the preceding payroll period.

7.4.2 Pay Date: The wages of employees shall be paid no later than the end of the workday on the Thursday following each bi-weekly pay period. If paychecks are available at Town Hall prior to the end of the workday on payday, they will be distributed when ready. If due to Employer error, a pay check is deficient, the Town will issue a supplemental paycheck within two business days of the pay day in question. In the event such day falls on a holiday, the preceding day shall be the payday.

7.4.3 Leave Accruals: Each pay envelope shall contain the accrued balances for sick leave, personal leave, vacation leave, and compensatory time.

7.4.4 Direct Deposit: The Employer shall offer direct deposit to the financial institution of the employees’ choice, provided that the employee completes and provides all required paperwork.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Town Board at the organizational meeting in January of each year.

- | | |
|--------------------------|--------------------|
| • New Year's Day | • Labor Day |
| • Martin Luther King Day | • Columbus Day |
| • Presidents' Day | • Veterans' Day |
| • Memorial Day | • Thanksgiving Day |
| • Independence Day | • Christmas |

In addition, each employee will be credited with one floating holiday on January 1st of each year. An employee must receive prior approval from the Superintendent of Highways to take a floating holiday. The request must be submitted, as far in advance as possible. In the event more employees request a floating holiday than minimum coverage permits, preference will be given to the employee with the most service seniority. Floating holidays must be used in whole-day increments. An employee may not accumulate floating holidays. A floating holiday remaining unused at close of business on the last day of the calendar year will be canceled; however, a floating holiday which is earned but not used through no fault of the employee shall be paid out at the last pay period of the year.

8.1.2 Holiday Occurs on Days Off: Holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.

8.1.3 Holiday Pay: A regular full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.1.4 Assigned to Work on a Holiday: A regular full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay". An employee who does work on July 4th, Thanksgiving Day, December 25th, or January 1st shall be paid for all hours worked at two times the employee's regular rate of pay plus "holiday pay".

8.1.5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

8.2 Vacation Leave

8.2.1 Allowance (Back-loaded on January 1st): An employee hired after January 1st in any given year will earn eighty hours of paid vacation leave prorated by the number of months worked in that calendar year. Such employee will be credited on January 1st for the vacation leave earned in the previous calendar year. For example, an employee who is hired on March 1st will be awarded sixty-six hours of paid vacation leave on the following January 1st; an employee who is hired on October 1st will be awarded twenty hours of paid vacation leave on the following January 1st.

An employee who has completed one year of continuous service will be credited with 80 hours of vacation leave on the following January 1st and each January 1st thereafter until the employee has completed six years of continuous service.

An employee who has completed six years of continuous service will be credited with 88 hours of vacation leave on the following January 1st.

An employee who has completed seven years of continuous service will be credited with 96 hours of vacation leave on the following January 1st.

An employee who has completed eight years of continuous service will be credited with 104 hours of vacation leave on the following January 1st.

An employee who has completed nine years of continuous service will be credited with 112 hours of vacation leave on the following January 1st.

An employee who has completed ten years of continuous service will be credited with 120 hours of vacation leave on the following January 1st and each January 1st thereafter until the employee has completed twenty years of continuous service.

An employee who has completed twenty years of continuous service will be credited with 160 hours of vacation leave on the following January 1st and each January 1st thereafter until the employee has completed thirty years of continuous service.

An employee who has completed thirty years of continuous service will be credited with 200 hours of vacation leave on the following January 1st and each January 1st thereafter until the employee leaves employment.

8.2.2 Accrual During Leaves of Absence: In the event an employee is absent from work *without* pay for more than thirty calendar days in the calendar year, including an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.2.3 Accumulation: An employee must use all vacation credits in the year for which they were credited. Any vacation leave credits remaining unused after December 31st will be canceled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for 180 calendar days.

8.2.4 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). To be eligible for this provision, the employee must have used at least fifty percent of the employee's paid vacation leave during the calendar year. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

8.2.5 Scheduling: An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than one hour. An employee may take vacation leave only after it has been credited.

8.2.6 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In case of the death of the employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): A regular full-time employee will be credited with eight hours of paid sick leave on the first day of each month.

8.3.2 New Employees: A newly hired employee may not use accumulated sick leave credits until completion of **three** months of continuous employment.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of sixteen hundred hours (200 eight-hour days). Any sick leave credits in excess of sixteen hundred hours will be cancelled.

8.3.5 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

8.3.7 Notification of Sick Leave: Employees are responsible for reporting and justifying the use of sick leave. Advance notification shall be given whenever possible. An employee must give notification of the employee's absence no later than one hour after the normal starting time. If no such notification is given, the use of sick leave may be denied.

8.3.8 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of abuse. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

8.3.9 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Workers' Compensation Benefits 10.4.4 *and* Short-Term Disability Benefits 10.5.4).
- Continuation of medical insurance beyond the twelve weeks provided under the Town's Family and Medical Leave Policy. The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Benefits 11.1.2).

8.3.10 Termination of Employment: An employee who retires from the Town and has been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave. Payment will be at the employee's rate of pay at the time of retirement.

An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): A regular full-time employee will be credited with twenty-four hours of paid personal leave on January 1st of each year for use during the following twelve months.

8.4.2 New Employees: An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.4 Scheduling: Notice of a personal day should be made to the Superintendent of Highways as soon as the employee knows he wishes to take a personal day. The Town may not inquire as to the nature of the business the employee wished to conduct on such personal day(s).

8.4.5 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian (including step & foster)
- Child (including step & foster)

8.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Grandparent
- Spouse's Parent
- Child's Spouse

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

8.7 Fire Calls

8.7.1 Leave of Absence: Employees who are volunteer members of the Stanford Fire Department will be permitted to attend fire calls during working hours without loss of pay or leave credits. The employee may be required to submit verification of the employee's attendance at such call.

8.7.2 Court-Issued Subpoena: An employee who is required by order of a Court-issued subpoena to appear as a witness to an incident related to the employee's role as a volunteer firefighter, and in which the employee is not personally involved as a plaintiff or defendant, shall be granted leave without loss of pay or leave credits.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, personal illness, family responsibilities and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor as soon as reasonably possible prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

9.1.3 Return to Work: An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plans: The Town will make available major medical, hospital and surgical insurance, dental, vision, and a prescription drug plan, to each eligible regular full-time employee and the employee's eligible family. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan, unless ordered by the Town.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided the employee meets all eligibility requirements of the insurance plan and has completed the insurance application prior to the first day of employment. Enrollment in a medical insurance plan is not automatic. An employee must complete the necessary enrollment forms.

10.1.3 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the current plans, provided the alternative plan's benefit structure is substantially equivalent to the current plans. The Town shall notify the Union as far in advance as possible of its intention to change carriers and/or plans, as applicable.

10.1.4 Premium Payment: The Town shall provide the MVP Health Plan New York Co-Plan 15+ or the New York State Health Insurance Plan to full-time bargaining unit employees and their families. The Town shall pay the equivalent of eighty per cent (80%) of MVP premium, individual or family, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck.

10.2 Pre-Tax Medical Expenses

10.2.1 Eligibility: A regular full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

10.2.2 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

10.2.3 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

10.2.4 Election Changes: Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the

pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10.3 Medical Insurance Buy-out

10.3.1 Eligibility: A regular full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out.

10.3.2 Amount of Buy-Out: The employee will receive forty percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 80% of a \$13,000 premium for family coverage, or \$10,400, the amount of the buy-out would be 40% of \$10,400, or \$4,160. The buy-out is subject to applicable taxes.

10.3.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

10.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

10.4 Workers' Compensation Insurance

10.4.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

10.4.2 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

10.4.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave. Upon the exhaustion of sick leave, an employee may use vacation, personal leave, or compensatory time credits to supplement Workers' Compensation.

10.4.4 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.5 Short-Term Disability Insurance

10.5.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

10.5.2 Premium Payment: The Town will pay the full premium for short-term disability insurance for each eligible employee.

10.5.3 Reporting of Injury: To ensure prompt coverage of the claim, the employee should submit a report of the illness or injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

10.5.4 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave. Upon the exhaustion of sick leave an employee may use vacation, personal leave, or compensatory credits to supplement short-term disability.

10.5.5 Continuation of Medical Insurance: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

11 RETIREMENT BENEFITS

11.1 NYS Retirement System

11.1.1 Pension Plan: All employees shall be entitled to enroll in the New York State Retirement Plan for which the employee may be eligible under Section 75i, Article 14 and Article 15 of the Retirement and Social Security Law. Each employee is requested to notify the Town as soon as possible of the intention of the employee to retire.

11.1.2 Sick Leave Credits: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: $130 \text{ unpaid sick leave days} \div 260 = .50$ or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

11.2 Deferred Compensation Plan

11.2.1 Summary: The Town will make available a Deferred Compensation (457) Plan whereby a portion of an employee's salary may be voluntarily withheld and invested.

11.3 Medical Insurance for Retired Employees

11.3.1 Coverage: The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. Coverage ceases when an individual (retiree or spouse) meets the eligibility criteria for Medicare. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

11.3.2 Eligibility: For a retiree who was hired before January 1, 2005 to be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of continuous service as a full-time employee with the Town; 2) be at least sixty years of age; 3) have retired directly from the Town; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees. An employee who was hired after January 1, 2005 is not eligible for medical insurance upon retirement.

11.3.3 Plan: The Town will make available the same medical insurance and prescription drug plans under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Town.

11.3.4 Premium Payment: The Town will make the same payments of the medical insurance and prescription drug premiums under the same terms and conditions as it makes for active employees as if the retiree were still actively employed by the Town.

11.3.5 Medicare: Coverage through the Town will continue until the individual (retiree or eligible spouse, as the case may be) meets the eligibility criteria for Medicare. At that time, the Town will reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium; however, such reimbursement may be modified or capped at the discretion of the Town Board.

12 SPECIAL COMMITTEES

12.1 Labor-Management Committee

12.1.1 Purpose: There shall be a standing Labor-Management Committee for the sole purpose of discussing methods of improving working and safety conditions, productivity, and cost saving procedures. The Labor-Management Committee may not negotiate terms and conditions of employment or address grievances.

12.1.2 Membership: There shall be a Labor Management/Safety Committee established comprised of up to two unit members and up to two members from management.

12.1.3 Frequency and Duration: The committee shall meet quarterly (January, April, July, October) to discuss issues of common concern. Meetings should be scheduled during normal work hours, on a mutually agreed upon date and time.

13 GENERAL PROVISIONS

13.1 Work Accouterments

13.1.1 Uniforms: Each employee shall receive an annual allowance of six hundred dollars (\$600) to purchase uniforms and work clothes. Items must be purchased through catalogs designated by the Town.

13.1.2 Work Boots: The Town shall supply, at its expense, two pair of safety boots each year for each full-time employee in the bargaining unit; one pair of winter boots and one pair of summer boots. The employees must wear the provided safety boots while working.

13.1.3 Protective Clothing: The Town will provide protective clothing and equipment as provided by PESH standards. This would normally include: hard hats, safety glasses, safety shields, ear protection, masks, etc.

13.1.4 Equipment: The Town will provide all necessary tools and equipment required for the employee to perform job duties. All tools and equipment will be in good repair. The employee is responsible for proper care and use of all tools and equipment.

13.2 Travel Expenses

13.2.1 Mileage Reimbursement: The Town will pay the IRS mileage rate for employees required to use their own vehicles in the pursuit of Town business. The Town will not normally require any employee to use his own vehicle to perform Town work. A Town employee will not normally be denied use of a Town vehicle for approved Town business.

13.3 Job Descriptions

13.3.1 All employees will be supplied a copy of any and all job descriptions applicable to their title.

13.4 Required Training and Licenses

13.4.1 Tuition Reimbursement: The Town shall pay for any course of study, course of instruction, or training that is required for employees to maintain licenses or is required to maintain the standards of their job.

13.4.2 Fees: Fees paid by employees in order to maintain licenses required by the Town will be fully reimbursed to the employees by the Town. If an employee's service with the Town is severed, for whatever reason, he will reimburse said fee payment to the Town on a pro-rated basis. This may be deducted from the employee's last check.

13.5 Transitional Duty Program

13.5.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Town shall, on a case-by-case basis, evaluate and, in the Town's sole discretion, approve, limit, or deny the assignment. The Town reserves the right to send an employee to a physician selected by the Town, at the expense of the Town, for medical verification of the employees' medical condition and fitness to return to work before acting on the request. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future. Further, the actions of the Town in this regard shall not be subject to the grievance procedure provided for in this collective bargaining agreement.

13.5.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

13.5.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

13.5.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this collective bargaining agreement.

13.5.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. However, the Town, pursuant to the re-evaluation of the employee, may extend the time limit set forth herein for up to ninety calendar days. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

13.5.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

14.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

14.1.2 Informal Grievance: Before the submission of a written grievance, the aggrieved party or the Shop Steward should attempt to resolve the grievance orally with the Superintendent of Highways.

14.1.3 Step One - Formal Grievance: If the grievance is not resolved informally, the Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge. The grievance shall identify the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

The Superintendent of Highways shall meet with the employee, the Shop Steward, and/or the Union representative within seven calendar days of the submission of the grievance. The Superintendent of Highways shall render a decision, in writing, no later than fourteen calendar days after the meeting, which shall be given to the Union representative.

14.1.4 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may appeal the decision to the Town Board within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

The Town Board shall review all documents and render a decision no later than fourteen calendar days after the next Town Board quorum. The decision shall be given to the Union representative.

14.1.5 Step Three - Binding Arbitration: If the Union is not satisfied with the Town Board's response, or if no response is received within the fourteen-day limit, or if such decision is not implemented, the Union may submit the grievance to the Public Employment Relations Board (PERB) for binding arbitration in accordance with its rules and procedures.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. The Arbitrator's decision shall be in writing and shall be final and binding on both parties. The Arbitrator shall have no power to amend, modify or delete any provisions of this collective bargaining agreement. The Town and the Union shall share the fees of the arbitrator equally.

14.1.6 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

14.2 Disciplinary Procedure

14.2.1 Discipline for Just Cause: Prior to any disciplinary interrogation, an employee who has completed the probationary period shall be advised that the employee may be the subject of the investigation and shall be given written notice of the right to Union representation.

No employee who has completed the probationary period shall be disciplined except for just cause. Such employee shall be served with written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the Union representative.

No disciplinary action shall be commenced more than twelve months after the Town Board has knowledge of the alleged acts of incompetence or misconduct. Such limitation shall not apply when the aforementioned complaint, if proven in a court of appropriate jurisdiction, constitutes a crime.

Generally, the concept of progressive and corrective disciplinary action shall be followed when imposing discipline. That is, discipline is designed to correct the employee's behavior, not merely to punish. Progressive discipline considers lesser punishment for minor infractions with harsher penalties for greater offenses.

14.2.2 Appeal of Disciplinary Action: If the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Board within fourteen calendar days from receiving the Notice of Discipline. The Town Board shall review all documents and render a decision no later than fourteen calendar days after the next Town Board quorum. The decision shall be given to the Union representative.

In the event the Union is not satisfied with the response of the Town Board, the Union may submit the matter to arbitration within fourteen calendar days of receiving the response from the Town Board or when the response should have been received.

Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Union shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding.

14.2.3 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This collective bargaining agreement shall be effective from January 1, 2008 through December 31, 2010, unless otherwise agreed to by the parties.

15.2 Savings Clause

15.2.1 In the event that any provisions of this Collective Bargaining Agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decrees, such decision shall not affect any of the other provisions of this Collective Bargaining Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

15.2.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

15.2.3 Any article or provision in this contract construed to be in violation of the New York State Civil Service Law shall be deemed to be excised from this Collective Bargaining Agreement.

15.3 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

15.4 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on January 31, 2008.

TOWN OF STANFORD

UNITED PUBLIC SERVICE EMPLOYEES UNION

David Tetor
Town Supervisor

Kevin E. Boyle, Jr.
President

Michael A. Richardson
Labor Relations Consultant

Gary M. Hickey
Executive Vice President/ Regional Director

Don Lown
UPSEU Representative

Negotiating Committee Member

Negotiating Committee Member